

OPERATOR SERVICES AGREEMENT

This Operator Services Agreement ("Agreement") is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Ionex Communications North, Inc. ("CLEC"), a South Dakota corporation. This Agreement may refer to CLEC or to Qwest as a Party ("Party") to this Agreement. The Operator Services provided in this Agreement (the "Services") will be delivered in the state of Nebraska.

WHEREAS, CLEC desires to purchase and Qwest desires to provide the Services as described and set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenant, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 This Agreement sets forth the terms and conditions for the provision of the Services by Qwest to CLEC. The Services will be provided by live operators or computers and include the following:

1.1.1 Local Assistance - Provide assistance to CLEC's end user requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide such other information and guidance, including referral to business office and repair numbers, as may be consistent with Qwest's customary practice for providing customer assistance.

1.1.1.1 Emergency Assistance - Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of CLEC's end user, including, but not limited to, police, sheriff, highway patrol and fire. CLEC will be responsible for providing Qwest with the appropriate emergency agencies numbers and updates.

1.1.1.2 Busy Line Verify ("BLV") - Performed when CLEC's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge will apply.

1.1.1.3 Busy Line Interrupt ("BLI") - Performed when CLEC's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect CLEC's end user and the called party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

1.1.1.4 Quote Service - Provide time and charges to hotel/motel and other end users of CLEC for guest/account identification.

- 1.1.1.5 Coin Refund Requests - Provide information regarding CLEC's end users requesting coin refunds
- 1.1.2 IntraLATA Toll Assistance - Qwest will direct CLEC's end user to contact their carrier to complete intraLATA toll calls.
- 1.1.3 Branding - Announces CLEC's name at the introduction and conclusion of the call, where technically feasible. Qwest will record the Brand.
- 1.2. If this Agreement arises out of an interconnection agreement between the Parties ("Interconnection Agreement"), then this Agreement will be interpreted consistent with that Interconnection Agreement and the relationship of the Parties described therein. Further, the expiration or termination of the Interconnection Agreement, unless otherwise agreed in writing by the Parties, will also end this Agreement.

2. TERMS AND CONDITIONS

- 2.1 CLEC elects to receive the following Operator Services:

Local Assistance	_____
Emergency Assistance	_____
Busy Line Verify	_____
Busy Line Interrupt	_____
Quote Service	_____
Coin Refund Requests	_____
IntraLATA Toll Assistance	_____
Branding	_____
- 2.2 Interconnection to Qwest Services from an end office to Qwest is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to Qwest's Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.
- 2.3 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
- 2.4 Operator Services interconnection will require a dedicated operator services type trunk, per NPA, between the end office and the interconnection point on Qwest's switch. Subject to availability and capacity, access may be provided via operator services trunks purchased from Qwest or provided by CLEC via collocation arrangements to route calls to CLEC's platform.
- 2.5 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore Document No. FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

- 2.6 CLEC will provide separate (not the local/intraLATA trunks) no-test trunks to Qwest's BLV-BLI validation hubs or to Qwest's operator services switches.
- 2.7 Qwest will perform Services provided under this Agreement in accordance with operating methods, practices, and standards in effect for all its end users. Nothing in this Agreement is intended to obligate Qwest to provide any toll services to CLEC or CLEC's end users.
- 2.8 It is understood that Qwest will have no obligation to supply a Service where facilities or technical abilities are limited. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of the Services from time to time during the term hereof.
- 2.9 CLEC will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Services, and CLEC represents that the information is true and correct to the best of its knowledge and belief.
- 2.10 Qwest will maintain adequate equipment and personnel to reasonably perform the Services. CLEC will provide and maintain the facilities necessary to connect its end users to the place(s) where Qwest provides the Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Services.

3. TERM AND TERMINATION

This Agreement arises out of an Interconnection Agreement between the Parties which was approved by the Public Utilities Commission in the state of Nebraska. This Agreement will become effective upon the latest signature date, and will terminate at the same time as the said Interconnection Agreement.

4. CHARGES

The charges for the Services provided by Qwest under this Agreement are listed in Exhibit A, attached hereto and incorporated herein by reference.

5. BILLING

- 5.1. Qwest will track usage and bill CLEC, and CLEC will pay Qwest for the calls placed by CLEC's end users and facilities.
- 5.2 Usage will be calculated according to Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls), as defined in Exhibit A, and Qwest will charge CLEC whichever is lower.
- 5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated statement, but will notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest will render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

- 5.4 CLEC alone and independently establishes all prices it charges its end users for Services provided by means of this Agreement, and Qwest is not liable or responsible for the collection of any such amounts.
- 5.5 If Branding is selected, a non-recurring charge for studio set-up and recording will apply. The non-recurring studio/recording charge will be assessed each time the brand message is changed. The non-recurring charge to load the switches will be assessed each time there is any type of change to the switch. (CLECs offering service in more than one state will be assessed a one time only non-recurring charge for studio set-up and recording.) The non-recurring charge(s) must be paid prior to commencement of service.

Branding – Studio Set-up and Record Brand: (Includes both front-end and back-end Brand)	\$10,500.00
Branding – Load brand into Switch: (Per Switch)	\$175.00

6. PAYMENT

- 6.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of statement.
- 6.2 Unless prohibited by law, any amount due and not paid by the due date stated above will be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less.
- 6.3 Should CLEC dispute any portion of the statement under this Agreement, CLEC will notify Qwest in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. CLEC will pay all amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

7. CONFIDENTIAL INFORMATION

- 7.1 "Confidential Information" means all documentation and technical and business information, whether oral, written or visual, which is legally entitled to be protected from disclosure, which a Party to this Agreement may furnish to the other Party or has furnished in contemplation of this Agreement to such other Party. Each Party agrees (1) to treat all such Confidential Information strictly as confidential and (2) to use such Confidential Information only for purposes of performance under this Agreement or for related purposes.
- 7.2 The Parties shall not disclose Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of an obligation to, or in connection with any proceeding before any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. The Parties' obligations under this

Section shall continue for one (1) year following termination or expiration of this Agreement.

8. FORCE MAJEURE

With the exception of payment of charges due under this Agreement, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

9. LIMITATION OF LIABILITY

QWEST SHALL BE LIABLE TO CLEC, AND CLEC ONLY, FOR THE ACTS OR OMISSIONS OF QWEST, EXPRESSLY INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF QWEST OR THOSE ATTRIBUTABLE TO QWEST, IN CONNECTION WITH QWEST'S SUPPLYING OR CLEC'S USING THE SERVICES, BUT STRICTLY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THIS AGREEMENT. IT IS EXPRESSLY AGREED THAT QWEST'S LIABILITY TO CLEC, AND CLEC'S SOLE AND ONLY REMEDY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT SHALL BE A REFUND TO CLEC OF THE AMOUNT OF THE CHARGES BILLED AND PAID BY CLEC TO QWEST FOR FAILED OR DEFECTIVE SERVICES. UNDER NO CIRCUMSTANCES OR THEORY, WHETHER BREACH OF AGREEMENT, PRODUCT LIABILITY, TORT, OR OTHERWISE, SHALL QWEST BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES OR INCIDENTAL DAMAGES, AND ANY CLAIM FOR DIRECT DAMAGES SHALL BE LIMITED AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL QWEST EVER BE LIABLE TO CLEC'S END USERS FOR ANY DAMAGES WHATSOEVER.

10. INDEMNIFICATION

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Further, CLEC hereby indemnifies Qwest from any claims made against it by CLEC's end user's due to CLEC's end user's use or attempted use of the Service, regardless of the cause thereof excepting only, the intentional, malicious misconduct of Qwest. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

11. LAWFULNESS OF AGREEMENT

11.1. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to CLEC to that effect.

11.2. If a provision of this Agreement is so terminated, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which Services are delivered to the end user.

13. DISPUTE RESOLUTION

Any claim, controversy or dispute between the Parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law. The arbitration shall be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. The arbitrator's decision shall be final and may be entered in any court with jurisdiction. Each Party shall be responsible for its own costs.

14. DEFAULT

If a Party defaults in the performance of any substantial obligation herein, and such default continues, uncured and uncorrected, for thirty (30) days after written notice to cure or correct such default, then the non-defaulting Party may immediately terminate this Agreement. Subject to Section 9 (Limitation of Liability) above, the non-defaulting Party may also pursue other permitted remedies by arbitration as set forth above.

15. SUCCESSORS, ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Qwest may assign and transfer this Agreement to any parent, subsidiary, successor, affiliated company or other business entity without the prior written consent of CLEC.

16. AMENDMENTS TO AGREEMENT

The Parties may by mutual agreement and execution of a written amendment to this Agreement amend, modify, or add to the provisions of this Agreement.

17. NOTICES

Any notice to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

Ionex Communications North, Inc.
Sue E. Weiske
General Counsel
5710 LBJ Freeway, #215
Dallas, TX 75240

Qwest Corporation
Director-Interconnect
1801 California Street, #2410
Denver, Colorado 80202


Copy to:
Qwest Legal Department
General Counsel-Interconnection
1801 California Street, Suite 3800
Denver, Colorado 80202

18. ENTIRE AGREEMENT

This Agreement, together with any jointly-executed written amendments, constitutes the entire agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

Ionex Communications North, Inc.



Signature

Sue E. Weiske

Name Printed/Typed

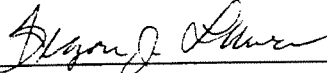
General Counsel

Title

10-26-00

Date

Qwest Corporation



Signature

Gregory J. Lawson

Name Printed/Typed

Account Executive

Title

10-26-00

Date

**EXHIBIT A
CHARGES**

Nebraska

OPTION A: Price Per Message		
Operator Handled Calling Card	\$ 0.46	For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
Machine Handled Call	\$ 0.18	For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
Station Call	\$ 0.84	For each completed station call, including station sent paid, collect, 3rd number special billing or 0- calling card call.
Person Call	\$ 2.05	For each completed person-to-person call regardless of the billing used by the end user.
Connect to Directory Assistance	\$ 0.55	For each operator placed call to directory assistance.
Busy Line Verify	\$ 0.72	For each call where the operator determines that conversation exists on a line.
Busy Line Interrupt	\$ 0.87	For each call where the operator interrupts conversation on a busy line and requests release of the line.
Operator Assistance	\$ 0.36	For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator, and no attempt is made to complete a call; calls for quote service.

"Completed call" as used in this Agreement shall be conclusively determined to mean that "end user makes contact with the location, telephone number, person, or extension designated by the end user".

A completed call shall be computed, calculated and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest's measuring equipment.

EXHIBIT A
(page 2)

CHARGES
Nebraska

OPTION B: Price Per Work Second and Computer Handled Calls		
Operator Handled	\$ 0.0181	Per operator work second for all operator assisted Services and functions of Services.
Machine Handled	\$ 0.13	Per call for all Services which are handled solely by computers and Qwest equipment.

CLEC is charged per work second for all calls originating from its end user(s) and facilities that go to Qwest's operator facilities for handling. Work second charging begins when Qwest's operator position connects with CLEC's end user and terminates when the connection between Qwest's operator position and CLEC's end user is terminated.

Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.